

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 04.06.2015

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THE HONOURABLE **Mrs. JUSTICE. S.VIMALA**

Civil Suit No.506 of 2010
& O.A.Nos.583 of 2010 & 584 of 2010
& A.Nos.2820, 4158, 5124 / 2010 & 6784 of 2014

1. Ashok Hariharan
2. Anirud Ashok,
Represented by father and Power of Attorney,
Ashok Hariharan
3. Bhargav
(Plaintiffs 2 and 3 impleaded, as per
order dated 11.04.2014 in
Appl. No.2444 of 2014)
(3rd Plaintiff declared as major and father
and next friend, viz., Ashok Hariharan
discharged from the guardianship, as
per the order, dated 28.08.2014 in
A.Nos.5286 & 5287 / 2010) ... Plaintiff

Vs.

1. Aruna Hariharan
2. Sandhya Sunder
3. Harsha Sunder
4. Aarti Sunder
(D-4 represented by Power of Attorney,
Harsha Sundar (D-3), as per the order,
dated 17.03.2015 in A.No.1958 / 15)
(Amendment carried out, as per order,
dated 23.03.2015 in A.No.1958 / 15)
(D-3 and D-4 impleaded as per order,
dated 27.06.2014 in A.No.2446 / 14)
5. Anushka Meenakshi
(Represented by Power of Attorney
Ms.Aruna Hariharan, D-1
(Amendment carried out as per the order,
dated 02.06.2015 in A.No.3485 / 15)

6. Krithika Krishnachander
 (Represented by Power of Attorney,
 Ms.Aruna Hariharan, D-1)
 (Amendment carried out as per the order,
 dated 02.6.15, in A.No.3488 / 15)
 (D-5 and D-6 impleaded as per the
 order dated 27.6.14 in A.No.2447 / 14) ... Defendants

Civil Suit filed under Order IV Rule 1 of the High Court Original Side Rules read with Order VII Rule 1 of the Code of Civil Procedure, 1908, praying to pass :-

- (a) an usual decree for partition and separate possession of the suit properties by a Preliminary decree declaring that the plaintiff is entitled to 2/3rd share in the suit properties and for separate possession of the same and if necessary by appointing an Advocate Commissioner to divide the properties by metes and bounds and allot 2/3rd share in favour of the plaintiff and for possession of the same by passing a final decree;
- (b) directing defendants 1 and 2 to render an account of all the properties movables and immovables and the income therefrom; and
- (c) directing D-1 and D-2 to pay the plaintiff, the costs of the suit.

For Plaintiffs	:	Mr. M.S.Subramanian
For Defendants	:	Mr. S.Rajasekar, for D-1 & D-2
		Mr. D.Mathivanan, for R-3 & R-4
		in A.Nos.2446 & 2447 / 14

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A memo of compromise, dated 04.07.2015, signed by all the parties and the respective counsel, has been filed before this Court.

2. When the case was called, the first and third plaintiffs are present. The second plaintiff is represented by the first plaintiff himself, as Power of Attorney, and necessary application has been already taken out and ordered by this Court.

2.1. So far as the defendants are concerned, D-1 to D-3 are present and other defendants are represented by the Power Agent and their Applications have already been allowed (as indicated in the cause list itself). All the parties are represented by the respective counsel.

3. The parties to the compromise memo accept that the terms of compromise to be correct, true and voluntary. The learned counsel, who are representing both sides, endorse the said statement.

3.1 Towards the fulfillment of the terms of the compromise, demand drafts, dated 04.06.2015, for sums of Rs.8,00,000/- and Rs.10,00,000/-, drawn on Indian Bank, with Nos.587606 and 587607 have been handed over to the first plaintiff. Similarly, demand draft,

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dated 03.06.2015, for a sum of Rs.1,02,00,000/- has been handed over by the second defendant to the first plaintiff. The first and second defendants have also handed over to the first plaintiff, the Fixed Deposit Receipt bearing No.0027045, Indian Bank, for maturity value of Rs.14,877/- as on 18.09.2010.

4. In view of the above, this Civil Suit is disposed of, in terms of the memo of compromise and there shall be a compromise decree in terms thereof. The compromise memo shall form part of the final decree. All the connected Applications and O.As shall stand closed. No costs.

04.06.2015

Index: Yes / No
Web : Yes / No
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